



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**



January 4, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
343 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH THE STATE OF CALIFORNIA  
BOARD OF PRISON TERMS (BPT) FOR SECURITY AND MOVEMENT OF  
STATE PAROLEES DURING REVOCATION PROCEEDINGS  
(ALL DISTRICTS) (4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that these capital projects/refurbishments are categorically exempt from the provision of the California Environmental Quality Act (CEQA) Guidelines, Section 15330.
2. Adopt the attached resolution authorizing the County to enter into Agreement Number 04.01.50.28 with the State of California Board of Prison Terms (BPT) to provide movement and security of State parolees during parole revocation hearings in the Los Angeles County Sheriff's Department's jail facilities, one time only costs for capital improvements at Men's Central Jail (MCJ) and Pitchess Detention Center (PDC) and a cargo van for the period January 5, 2005, through June 30, 2007.
3. Authorize the Department to execute the attached agreement with the State of California BPT for the Department to provide this service.
4. Authorize the Department to execute any amendments to the agreement if it is deemed to be in the best interest of the County.

*A Tradition of Service*

5. Authorize an appropriation adjustment for fiscal year 2004-2005 in the amount of \$1,768,000, to the Department's budget, to hire 16.0 additional positions to implement this agreement as detailed on the attached appropriation adjustment.
6. Establish Capital Project #86763 for MCJ and Capital Project #86764 for PDC.
7. Authorize an appropriation adjustment in the amount of \$300,000 to the County's Capital Projects/Refurbishment budget for the Department to fund facility modifications at MCJ and PDC to implement the agreement as detailed on the attached appropriation adjustment.
8. Authorize an appropriation adjustment in the amount of \$35,000 to purchase a cargo van for PDC to transport State parolees related to this agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to request authorization for the Department to contract with the State BPT to provide security during the movement of and processing of State parolees through parole revocation hearings at MCJ and PDC.

The Department currently provides this service using existing custody personnel whose costs have been reimbursed pursuant to Section 4016.5, Penal Code. However, the State must now comply with the *Valdivia v. Schwarzenegger* settlement agreement to provide State parolees with timely parole revocation hearings. This will require an increase in the number of parole hearings conducted by the BPT in Los Angeles County. It will also require 16.0 dedicated custody sworn and civilian personnel for the movement and security of State parolees and capital improvements to modify interior space at MCJ and PDC.

Minor renovations to the MCJ and PDC are required to accommodate the *Valdivia v. Schwarzenegger* settlement agreement. All design and renovations at both facilities will be American with Disabilities Act (ADA) compliant and will be completed by Sheriff's facilities personnel. Construction at both facilities will include minor alterations to existing hearing rooms and the development of two additional attorney visiting rooms. The installation of one each male/female restrooms will be completed at MCJ.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goals of Service Excellence

and Children and Families Well-Being as it provides the State parolees with timely parole revocation hearings.

### **FISCAL IMPACT/FINANCING**

The State's fiscal year 2004-05 Budget Act includes funding to fully reimburse the County for services under this agreement. The estimated cost of the program during fiscal year 2004-05 is \$1,768,000. This funding will reimburse the County for mid-year costs of the 16.0 positions plus funding for other Custody-related services provided, such as overtime. One time only costs for capital improvements, which include additional public restrooms, office and hearing room space at MCJ and PDC, and the purchase of a cargo van to transport State parolees are also funded at an estimated combined cost of \$335,000.

Appropriation and revenue are not included in the Department's fiscal year 2004-2005 Adopted Budget. However, an appropriation adjustment is attached to increase the mid-year appropriation requirements to fund the capital improvements, the purchase of a cargo van, and provide additional funding for six months for new Department personnel.

### **FACTS AND PROVISIONS**

With your Board's approval, the attached agreement will allow the Department to hire and dedicate additional custody personnel to provide the level of service required by the State to meet the *Valdivia v. Schwarzenegger* settlement in Los Angeles County. This agreement provides for mutual indemnification of the County and the State.

This agreement has been reviewed and approved as to form by County Counsel and the Chief Administrative Officer.

### **ENVIRONMENTAL DOCUMENTATION**

CEQA requires public agency decision makers to document and consider the environmental implications of their action. This project is categorically exempt from CEQA, under CEQA Guidelines, Section 15301, Class 1(a), (e)(1), (A) and (B), as it consists of minor alterations to two existing jail facilities involving negligible or no expansion of existing use. Upon approval of the Notice of Exemption by your Board, this Department will file the Notice of Exemption with the County of Los Angeles, Office of the Registrar-Recorder/County Clerk. A \$25 handling fee will be paid for this processing.

A copy of the completed Notice of Exemption is attached as Enclosure A.

**CONTRACTING PROCESS**

Not applicable.

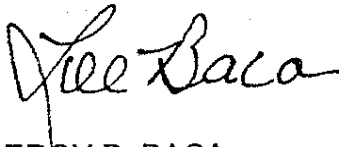
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This agreement is necessary to fund additional personnel, capital improvements, and the purchase of a cargo van for the Department to meet the State's settlement obligations. If your Board does not approve this agreement, the State may be subject to federal court penalties.

**CONCLUSION**

Upon conclusion by your Board, please return four (4) originally executed resolutions to the Sheriff's Department's Contract Law Enforcement Bureau for further processing.

Respectfully submitted,

A handwritten signature in black ink that reads "Leroy D. Baca". The signature is written in a cursive, flowing style.

LEROY D. BACA  
SHERIFF

## Enclosure A

### Notice of Exemption

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, California 95814

From: Los Angeles County Sheriff's Department  
1000 South Fremont Avenue, Unit 47  
Alhambra, California 91803

☒ Registrar-Recorder/County Clerk  
County of Los Angeles  
12400 Imperial Highway  
Norwalk, California 90650

Project Title: **Parole Hearing Board Renovation at Men's Central Jail (MCJ) and Pitchess Detention Center (PDC)**

Project Locations: **441 Bauchet Street, Los Angeles, California 90012 and  
29300 The Old Road, Castaic, California 91384-2905**

Description of Nature, Purpose, and Beneficiaries of Project:

Project consists of minor alterations of two existing jail facilities involving negligible or no expansion of existing use. The alterations are required for the State to comply with the *Valdivia v. Schwarzenegger* settlement agreement to provide State parolees with timely parole revocation hearings. The Sheriff's Department will add one each male and female restroom for a total of 143 additional square feet to the exterior of MCJ along with interior alterations involving interior partitions, plumbing, and electrical renovations at both MCJ and PDC for an estimated cost of \$300,000.

Name of Public Agency Approving Project: **Los Angeles County**

Name of Person or Agency Carrying out Project: **Los Angeles County Sheriff's Department  
Facilities Planning Bureau**

Exempt Status:

☒ **Categorical Exemption. Title 14. Chapter 3. Article 19. Section 15301 Class 1(a), (e)(1), (A) and (B).**

Reason why project is exempt:

1. This project is exempt under Class 1 for the following:
  - it consists of a minor alteration of existing public structures;
  - addition to existing structures will not result in an increase of more than 2,500 square feet;
  - it consists of minor interior and exterior alterations involving interior partitions, plumbing, and electrical conveyances;
  - the project involves negligible or no expansion of an existing use; and
  - the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive.

2. This project is exempt under Class 1 because it does not meet the following exceptions under Article 19 to the use of the Class 1 exemption:

- does not have a cumulative impact of successive projects of the same type in the same place as the project at this site is unique;
- does not require the relocation of residences or businesses;
- does not have a significant effect on the environment due to unusual circumstance as there are no known unusual circumstances;
- does not result in damage to scenic resources within a highway officially designated as a state scenic highway;
- does not cause a substantial adverse change in the significance of a historical resource;
- is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code regarding hazardous waste sites; and
- will not cause a substantial adverse change to a historical resource, as no such resource occurs at the site.

Lead Agency

Contact Person: **Mr. Gary T.K. Tse**

Area Code/Telephone: **626-300-3003**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: \_\_\_\_\_

*Handwritten signature of Gary T.K. Tse*

Date: \_\_\_\_\_

12/15/04

Title: \_\_\_\_\_

DIRECTOR  
FACILITIES PLANNING  
BUREAU

## RESOLUTION

This RESOLUTION is adopted to certify the approval of the Board of Supervisors of the County of Los Angeles ("Governing Board") to accept the Agreement listed below with the State of California Board of Prison Terms whereby County will be reimbursed for providing security when parole revocation hearings are conducted in County jail facilities identified in this Agreement.

BE IT RESOLVED that the Governing Board of Supervisors of the County of Los Angeles authorized the Sheriff, or his designated representative, to enter into Agreement Number 04.01.50.28, and that the person(s) listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
-------------	--------------	------------------

	Chairman Los Angeles County Board of Supervisors	
_____	_____	_____
_____	_____	_____

The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

VIOLET VARONA-LUKENS, Executive Officer-  
Clerk of the Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY COUNTY COUNSEL

By   
Principal Deputy County Counsel

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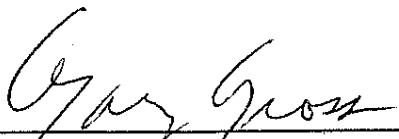
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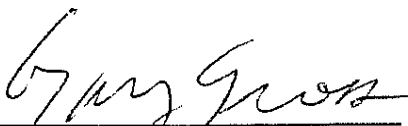
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By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY COUNTY COUNSEL

By   
Principal Deputy County Counsel

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**04.01.50.28**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**BOARD OF PRISON TERMS**

CONTRACTOR'S NAME

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

2. The term of this Agreement is: January 5, 2005 through June 30, 2007

3. The maximum amount of this Agreement is: **\$ 5,938,496.00**  
Five Million Nine Hundred Thirty Eight Thousand Four Hundred Ninety Six Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	9 pages
Exhibit D – Pitchess Detention Center and Men's Central Jail Cost Estimate for Parole Hearing Board Renovations	9 pages
Exhibit E – Fiscal Year Summary	1 page
Attachment 1 – Monthly Invoice	1 page
Attachment 2 – Incremental Monthly Invoice	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

BY (Authorized Signature)



*Leroy D. Baca*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**LEROY D. BACA, Sheriff**

ADDRESS

**4700 Ramona Blvd., Monterey Park, CA 91754  
(323) 526-5737**

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA BOARD OF PRISON TERMS**

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

**MARGARITA E. PEREZ, Chairwoman**

ADDRESS

**1515 K Street, Suite 600, Sacramento, CA 95814**

**California Department of General  
Services Use Only**

☐ Exempt per:

## SCOPE OF WORK

### **I. OBJECTIVE**

Under terms of this Agreement, the County agrees to provide to the California Board of Prison Terms (BPT), space and accommodations, as detailed herein, for the conduct of Valdivia processes and/or revocation hearings. The County shall also provide the BPT with access to holding cells and space, as required, for attorney-client meetings.

### **II. CONTRACT TERM**

The term of this agreement shall commence in two phases. Phase one shall provide for the construction of space and accommodations detailed in Scope of Services, and commence upon execution of this contract. Phase two commences January 5, 2005 and shall make available contracted space and accommodations to provide for dedicated custody services as specified under Scope of Services. The term of this contract shall terminate no later than June 30, 2007.

The State reserves the right to extend the term of this agreement subject to the mutual consent of both parties and the availability of funds for the agreement.

### **III. CONTRACT FUNDING**

The funding for services provided under terms of this agreement shall be specific to this agreement, and separate from amounts detailed under all other agreements between the County and the State.

The Authority for the State to obtain funding and enter into this agreement comes from the Valdivia v. Schwarzenegger, United States District Court Stipulated Order for Permanent Injunctive Relief (Civ. S-94-0671 LKK/GGH) hereafter referred to as the Valdivia Remedial Plan (VRP).

The maximum amount of this agreement shall not exceed the sum of Five Million Nine Hundred Thirty Eight Thousand Four Hundred Ninety Six Dollars (\$5,938,496.00). The State's monetary obligation in subsequent fiscal years is subject to and contingent upon the availability of funds being appropriated for the purpose of this agreement.

### **IV. CONTRACT DEFINITIONS**

State: The State of California, its agents and employees.

County: The County of Los Angeles Sheriff's Department, its agents and employees.

Contractor: The County.

Board of Prison Terms (BPT): California's adult parole board. The BPT conducts hearings for all inmates sentenced to life terms with the possibility of parole. In addition, the BPT:

- Establishes terms and conditions for all persons released on parole in California
- Conducts parole revocation hearings for persons who violate the terms and conditions of parole
- Conducts certification, placement, and parole revocation hearings for mentally disordered offenders
- Conducts probable cause hearings for prisoners or parolees in revoked status who meet the criteria to be identified as sexually violent predators
- Considers requests from foreign born inmates who wish to be transferred to their country of citizenship to serve the remainder of their sentences

Sheriff: The Los Angeles County Sheriff's Department.

County Facility: Any Los Angeles County Sheriff's jail facility providing services under this Agreement.

State's Representative: Any employee assigned by the BPT or the California Department of Corrections (CDC) to perform overall administrative liaison between the State and the County.

Facility Commander: The Sheriff's employee in charge of the County facility within which revocation proceedings are conducted.

Notice: Process by which a parolee is served with documents relating to parole violation charge(s), including the Notice of Rights to Hearing, copy of the Violation Report Screening Offer by the BPT, and other due process documents as appropriate.

PCH - Probable Cause Hearing: The PCH is conducted within 10 business days of the notice of charges for alleged violation of terms and conditions of parole to determine whether or not there is sufficient justification to proceed to a hearing, unless the parolee waives that right or asks for a continuance.

Revocation Hearing: An administrative proceeding at which the parole agent presents to the BPT all known facts regarding a parole violation, a description of a parolee's conduct while on parole and a recommendation appropriate to the case. Adverse/friendly witnesses and supervising parole agent take testimony in the parolee's presence. The BPT makes the decision as to whether or not parole should be revoked.

VRP - Valdivia Remedial Plan: In November, 2003, the BPT and CDC reached a court-approved settlement to resolve a class action lawsuit brought by inmates against the State of California. The suit alleged that the state's parole revocation process violated the inmates' constitutional rights to a timely hearing.

The settlement, approved and monitored by the U.S. District Court, requires the BPT to administer a Remedial Plan to ensure that parole revocation hearings are conducted within legally established time limits, while preserving the due process rights of inmates.

## **V. CONTRACT PROVISIONS**

The County agrees to provide the following services and accommodations beginning January 5, 2005 through the term of this agreement. Under terms of this agreement, modifications for space and accommodations as detailed in this section, shall be completed no later than February 28, 2005. All accommodations shall be ADA compliant, adequately sized and acceptable to the BPT, equipped with operational heating and air conditioning, electrical, telephone and data line capability as required by the BPT. The BPT will be provided access to contracted accommodations as required for revocation processes. Restroom facilities shall be located within reasonable proximity to BPT designated accommodations.

The County further agrees to:

- Provide Sheriff Deputies for movement of inmates and security as needed for notices, attorney consultations, and hearings, and uniformed staff to deliver witnesses from all Reception Areas to the hearing room.
- Make available all State inmates scheduled for notices, attorney consultations, and hearings each day to a readily available holding cell by 8:00AM.
- Facilitate witness access in and out of the hearing area to reduce time delays during hearings and consultations
- Allow CDC and BPT staff reasonable access to "notice" inmates in the designated serving area and/or their housing units Monday through Friday from 8:00AM to 5:00PM with the exception of meal service. CDC and BPT access during non-standard hours and weekends will be available on an exception basis and with reasonable notice.

A. Administrative Requirements

All BPT staff shall comply with policy and procedures of County Facility operations to include, but not limited to, security clearances, office rules, etc. The County agrees to facilitate security clearances and access as required for BPT staff to designated space and accommodations.

B. Program Requirements

The services shall be performed at the Men's Central Jail and the Pitchess Detention Center.

Contractor will make available all State inmates scheduled for notices, attorney consultations, and hearings each day to a readily available holding cell by 8:00 a.m. and allow California Department of Corrections (CDC) and BPT staff reasonable access to "notice" inmates in the designated serving area and/or their housing units Monday through Friday from 8:00 a.m. to 5:00 p.m. with the exception of meal service. CDC and BPT access during non-standard hours and weekends will be available on an exception basis and with reasonable notice.

Men's Central Jail (MCJ):

The County will provide the BPT three PCH rooms measuring a minimum of 15' x 15', two additional attorney visit rooms measuring a minimum of 12' x 12', and one male holding room and one female holding room. In addition, the County will effect modifications to existing revocation hearing rooms to provide for a secure hallway to/from PCH rooms and construct wheelchair accessible witness bathroom facilities for use during revocation hearings. All space and accommodations shall be ADA compliant and as per "Pitchess Detention Center (PDC) and Men's Central Jail Cost Estimate for Parole Hearing Board Renovations" in Exhibit D, attached hereto and by reference made a part of this contract.

The BPT will reimburse the County for all labor, materials and construction costs to build and/or retrofit, as necessary, space and accommodations contracted for under this Agreement.

Pitchess Detention Center (PDC):

The County will provide the BPT three PCH rooms measuring 13' x 13', two revocation hearing rooms measuring 15' x 15', one additional room measuring 13 x 13', and a second additional room measuring 15' x 15'. All space and accommodations will be ADA compliant and as per "Pitchess Detention Center (PDC) and Men's Central Jail Cost Estimate for Parole Hearing Board Renovations" in Exhibit D, attached hereto and by reference made a part of this contract.

The BPT will reimburse the County for all labor, materials and construction costs to build and/or retrofit, as necessary, space and accommodations contracted for under this Agreement.

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Contract Compensation**

The State agrees to reimburse the County for services provided under this agreement as follows:

The State agrees to reimburse the County on a one time basis, not to exceed amounts specified in Exhibit E, for the purchase of a cargo van to be used exclusively for the transport of State prisoners and/or parolees within the PDC, and all labor, materials and construction costs to build and/or retrofit, as necessary, space and accommodations specified under this Agreement. Payment for construction related costs shall not exceed costs detailed in "Pitchess Detention Center (PDC) and Men's Central Jail Cost Estimate for Parole Hearing Board Renovations" of Exhibit D, and will be remitted to the County in three equal installments—1/3 within 21 days of execution of this contract, 1/3 upon receipt of related construction materials, and the final 1/3 upon BPT approval of completed construction.

The cost of dedicated custody related services shall be billed monthly and based on the annual cost negotiated by the County and the BPT for such services divided into 12 equal monthly payments. The total cost for dedicated custody related services established for the period January 1, 2005 through June 30, 2006 is \$2,381,862.00, as per Exhibit E. Thereafter, the County will submit a cost proposal annually to the BPT no later than December 31 prior to each new contract year. The cost proposal shall be based on the actual costs of services provided to the BPT under terms of this agreement during the previous complete 12-month contract period. The County may submit interim cost proposals to the BPT reflecting mid-year revisions to union bargaining agreements approved by the County Board of Supervisors, any change to contract compensation shall be effective the date of such mid-year revision. In addition, the BPT and County may mutually negotiate adjustments to dedicated custody levels deemed necessary to accommodate permanent changes to service levels and related costs required under this contract. Until a new cost basis is negotiated for each new contract period, the State shall compensate the County at the previous contract year's rate.

Incremental custody related services (e.g. hourly costs mutually determined to be necessary to meet unanticipated workload increases associated with the Valdivia revocation processes) shall be billed monthly at the Parole Revocation Hearing Rate established under PC 4016.5 for the County by the CDC, Fiscal and Business Management Audits Unit, for applicable period.

No additional compensation shall be made to the County for any and all services provided under this agreement.

**2. Invoicing and Payment**

The County shall submit monthly in arrears to the State, no later than 45 days following each monthly billing period, a Dedicated Custody Services Monthly Invoice (Attachment 1) or Incremental Custody Services Invoice (Attachment 2), as applicable, attached hereto and by reference made a part of this contract. Each form must have the original signature of the Facility Commander. The original signed form and two copies of the invoice for VRP services must be sent to:

Board of Prison Terms  
ATTN: Account Liaison  
Administrative Services  
1515 K Street, Suite 600  
Sacramento, CA 95814

The County shall sequentially number each monthly invoice submitted. Unless otherwise provided for under Section 926.10 of the California Government Code, payment will be made within 60 calendar days after the postmark date of the invoice, unless County is notified within 30 calendar days of receipt of the invoice that the BPT disputes the invoice.

**3. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. The BPT will provide written notification to the County within 5 days of reduced or deleted funding by the Budget Act for purposes of this program.

**4. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Should questions or problems arise during the term of this contract, the contractor should contact the following offices:

California Board of Prison Terms  
Chief Deputy Commissioner  
Hearing Operations Division  
1515 K Street, Suite 600  
Sacramento, CA. 95814  
(916) 322-9072

## **GENERAL TERMS AND CONDITIONS**

### **1. Accounting Principles**

The Contractor will adhere to Governmental Accepted Accounting Principles as outlined by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board to ensure that the accounting records will provide information necessary to identify all receipts and expenditures. Source documents (e.g., invoices, time and payroll records, supervisor's logs) are the instruments that validate actual expenditure of funds.

Both subsidiary records and original source documentation must support all general ledger account entries. All costs recorded will be supported by sufficient, competent and relevant source documentation. Adequate internal control procedures will be implemented so that the accounting system described can provide accurate and current financial reporting information.

All subsidiary records and original source documentation must be available for review for a period of three years after termination of contract or until such time as a financial audit is completed by the State.

### **2. Audits**

The State or any of its duly authorized representatives will perform periodic financial and operational reviews to determine compliance with contract provisions and shall have access and the right to examine, audit, excerpt, or transcribe any books, documents, papers and records of the County which in the opinion of the State may be related or pertinent to the contract. The State reserves the right to perform fiscal and program audits on an annual basis.

The contracting parties shall be subject to examination and audit of the State Auditor for a period of three years after final payment under the contract (Government Code Section 8546.7). The examination and audit shall be confined to those matters connected with performance of the contract including but not limited to costs of administering the contract.

The Contractor agrees that the State or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such records, accounts and other material that may be relevant to a matter under investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

### **3. Hold Harmless**

The State shall, to the extent that it may legally do so and subject to the availability of funds, indemnify and hold harmless the Contractor, its officers, agents and employees against any and all claims, causes of action, damages, costs and liabilities directly and proximately resulting from or caused by the negligent or willful misconduct of the State, its officers, agents and employees and the State shall defend any actions or legal proceedings which may be instituted against Contractor, its officers, agents and employees.

**4. Indemnification**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

**5. Independent Contractor**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**6. Liability for Loss and Damages**

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

**7. Computer Software Management Memo**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**8. Liability for Nonconforming Work**

The contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the contractor's deadline, the contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDC, in its sole discretion, may use any reasonable means to cure the nonconformity. The contractor shall be responsible for reimbursing CDC for any additional expenses incurred to cure such defects.

**9. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the contractor shall be temporarily unable to perform the work as required, the State, during the period of the contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the contractor for any additional costs above the Agreement price.

**10. Disclosure**

Neither the State nor any State employee will be liable to the contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the contractor any statement(s) known to State staff made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the contractor in disclosing such statement(s) to the State.

**11. Contract Violations**

The contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**12. Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

**13. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the contractor shall notify the BPT, in writing, within ten (10) working days of any changes to the subcontractor and/or consultant information.

**14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation;
- b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- c. Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the contractor subject to the following limitations:

- a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

**15. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**16. Excise Tax**

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**17. Right To Terminate**

The State or County reserves the right to terminate this contract without cause by giving the other party 365-days written notice.

The County may terminate this contract for cause by providing 180 days written notice. Cause shall be defined as the following:

1. Impossibility of performance

2. Funds for payment under this contract are inadequate to meet current County expenditures under the contract.
3. Failure of the State to substantially perform its responsibilities under the contract.

The State may terminate this contract for cause by giving 180 days written notice. Cause shall be defined as the following:

1. Failure of the County to meet the terms, conditions and/or responsibilities of the contract.
2. Failure of the County to comply with the outcome of an audit finding.
3. Failure of the County to comply with the contract conditions resulting in a breach of security and safety standards.

This contract may be suspended or canceled without notice at the option of the County if fire or other catastrophe destroys the County or State's premises or equipment, or is so substantially damaged that it is impractical to continue service.

#### **18. Disputes Clause**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

#### **19. Amendments**

Any alteration or variation of the terms of this contract to be valid MUST be in writing, signed by the parties hereto, and approved in accordance with the laws of the State of California. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

This contract may be amended to extend the term if it is determined to be in the best interest of the State. The County agrees to provide services for the extended period at the currently approved compensation rate as specified in the contract. The amendment will be in writing and signed by both parties.

#### **20. Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written agreement.

#### **21. Nondiscrimination Clause**

During the performance of this contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of California Code of Regulations are incorporated into this contract by reference and made a part hereof as set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**22. Union Organizing**

Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

**23. Hiring Considerations**

If this Agreement is in excess of \$200,000, the contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 et seq.

**24. Conflict of Interest**

Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification,

**Current State Employees (PCC 10410)**

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor

**Former State Employees (PCC 10411)**

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

If Contractor violates any provisions of above paragraphs, such as action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting the board or commission, payment for preparatory time and payment for per diem. (PCC 10430[e])

**25. Labor Code/Workers Compensation**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with

the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**26. Minimum Wage**

In accordance with Section 1182.11 of the California Labor Code (LC), contractor agrees to pay its employees wages not less than current California minimum wage.

**27. Air or Water Pollution Violation**

Under the State laws, the Contractor shall not be: 1) in violation of any order or resolution subject to review promulgated by the State Air Resources Board or an air pollution control district; 2) subject to cease and desist order nor subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**28. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the contractor in order to carry out this Agreement, shall be protected by the contractor from unauthorized use and disclosure.

If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the contractor's possession that is independently developed by the contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**29. Drug-Free Workplace Certification**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations

2. Establish a Drug-Free Awareness Program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the person's or organization's policy of maintaining a drug-free workplace;
  - c. any available counseling, rehabilitation and employee assistance programs; and
  - d. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on proposed contract will:
  - a. receive a copy of the company's drug-free policy statement; and
  - b. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out requirements as noted above. (GC 8350 et seq.)

**30. Child Support Compliance Act**

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200 of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**31. Americans with Disabilities Act**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**32. Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**33. Sheriff's Authority**

This contract shall be administered for the County of Los Angeles by the Los Angeles County Sheriff's Office. The Sheriff shall have the authority to modify this contract on behalf of the County of Los Angeles.

**34. Resolution**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**35. Waiver**

No waiver of any breach of this contract by any party shall constitute a waiver of any other breach of this contract including a subsequent breach of the same provision.

**36. Governing Laws**

This contract shall be interpreted according to the laws of the State of California.

**37. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**38. Employee Misconduct**

During the performance of this contract, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegations(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the BPT of the incident(s), to cause an investigation to be conducted, and to provide BPT with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records in accordance with the Public Safety Officers Procedural Bill of Rights, California Government Code Sections 3300-3311 and California Penal Code § 832.7 and any applicable collective bargaining agreements; d) that information reasonably necessary to assure BPT that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of the incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure BPT, BPT may require that any implicated Contractor staff shall be denied access to and the supervision of CDC inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, BPT retains the power to conduct an independent investigation of any incident(s). Upon conclusion of such investigations, BPT will provide disposition, as appropriate, to the Contractor. Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of BPT to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the contract.

**39. Minority and Woman Business Enterprise (M/WBE) Conditions**

To the best of the Contractor's ability, the Contractor shall fulfill its obligations in dispensing that portion of the contract amount to the M/WBEs as identified in the reply to the M/WBE Mandatory Participation Requirements. Said reply by reference is a part of this Agreement and is on file and available for review Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. at the contracting location.

The Contractor agrees that the State or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such records, accounts, and other material that may be relevant to a matter under investigation. Contractor further agrees maintain such records for a period of three (3) years after final payment under the contract.

**40. Conflicting Terms**

The Contract, Exhibits A, B, C, D and E and Attachments 1 and 2, are attached to and form a part of this contract. Any reference throughout the contract and each of the appendices to "Contract" shall, unless the context clearly denotes otherwise, denote the agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the appendices, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, then to the appendices.

FACILITIES PLANNING BUREAU  
EST. NO. 04-1125 P

PITCHESS DETENTION CENTER AND MEN'S CENTRAL JAIL FACILITY  
COST ESTIMATE FOR PAROLE HEARING BOARD

CONCEPTUAL ESTIMATE  
10/6/04 REV. 1

**JOB SCOPE:** Design and construct office space to accommodate the State Parole Hearing Board requirements at two of our existing facilities. Design and construct small and large hearing rooms, parole admin offices, and offices for staff employees.

	Total
Pitchess Detention Center Dorms	\$94,100
Men's Central Jail Facility	\$75,900
Design Contingency	\$16,900
Construction Cost Sub-total	\$186,900
Furniture	\$35,200
General Contractor's Overhead & Profit	\$49,500
Change Order	\$28,000
<b>Total Project Cost</b>	<b>\$299,600</b>

CONDITIONS:

1. This estimate is for budgetary purposes only.
2. These figures were derived from a conceptual drawing. Upon completion of the final drawings, adjustments may be required to reflect the final scope of work.
3. Work is to be performed during normal working hours.
4. This cost estimate is based on a gen. contractor's pay scale, using prevailing wages.
5. Cost estimate covers construction cost only, unless noted otherwise.
6. Phone and data cost does not include telephone equipment, unless noted otherwise.
7. Ceiling height should not exceed 9' high.
8. Existing lights, and HVAC ducting may have to be removed and reset.

Prepared by:

Cesar S. Hornilla (626) 300-3017      csh                      et                      hky                      few

Noted

Frank E. Williams  
Assistant Director of Facilities Planning Bureau

Date

12/13/04

04-1125 PDC Dfm						
SECTION	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	
<b>2 SITE WORK</b>						
22203500840	Rubbish handling, dumpster, 40 C.Y., 13 ton capacity, weekly rental, in	2	Week	885.00	1770.00	
22203600400	Saw cutting, concrete slabs, mesh reinforcing, per inch of depth to 3" d	150	L.F.	1.56	234.00	
22203600420	Saw cutting, concrete,existing slab, rod reinforcing, for each additional	150	L.F.	0.81	121.50	
22202505800	Demo existing slab on grade	500	S.F.	1.75	875.00	
23101003000	Fine grade, select gravel, 4" deep, hand grading, including compaction	35	S.Y.	2.15	75.25	
23155200500	Fill, gravel fill, compacted, under floor slabs, 4" deep	500	S.F.	0.48	240.00	
A10301202280	Slab on grade, 4" thick	675	S.F.	4.50	3037.50	
B20101115490	Concrete Masonry Unit, 8"x8"x16"	400	S.F.	9.12	3648.00	
28204104500	Fence, security fence, prison grade, set in con., 12' high	23	L.F.	108.00	2484.00	
SUBTOTAL					<b>\$12,485.25</b>	
<b>9 FINISHES</b>						
60521201000	Millwork and trim demolition, cabinets, wood base cabinets	31	L.F.	9.95	308.45	
60521201020	Millwork and trim demolition, cabinets, wall cabinets	31	L.F.	9.95	308.45	
60521201500	Millwork and trim demolition, counter top, minimum	31	L.F.	3.99	123.69	
72109500200	Wall or Ceiling Insulation, Non-Rigid, fiberglass, kraft faced, batts or bla	405	S.F.	1.11	449.55	
80601100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	4	Ea.	19.55	78.20	
80601102000	Door demolition, door frames, wood, remove	4	Ea.	31.00	124.00	
90601101250	Ceiling demolition, ceiling tile, wood fiber, glued, 12"x12", remove	225	S.F.	0.87	195.75	
90601302300	Walls and partitions demolition, metal or wood studs, finish two sides, f	324	S.F.	2.31	748.44	
92601003400	Partition Wall, interior, standard, taped both sides,installed on & incl. 2"	450	S.F.	4.33	1948.50	
96581007600	Resilient Flooring, vinyl tile, 12" x 12"x 1/8", min	440	S.F.	3.28	1443.20	
99109201240	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaster	1100	S.F.	0.81	891.00	
108101000600	Bath accessories, dispenser units, towel dispenser & waste receptacle	2	Ea.	330.00	660.00	
108101001300	Bath accessories, grab bars, straight, satin finish, 2 1/2" dia x 36" long	4	Ea.	80.50	322.00	
108101003100	Bath accessories, mirror, 36" x 24", with sst 3/4" square frame	2	Ea.	143.00	286.00	
137200655200	Detection Systems, heat detector, smoke detector, ceiling type, excl. w	13	Ea.	168.00	2184.00	
125106006740	Hearing room furniture	1	allow	15000.00	15000.00	
95109000900	Ceiling tiles, mineral fiber, fire rated, plain faced, 3/4" thick, w/ cement	225	S.F.	1.88	423.00	
C10201142000	2'-8" x 7' door, flush hollow core, with frames, hinges, lock, sill & painte	3	Ea.	850.00	2550.00	
C20101100560	Concrete stairs with landing and nosing	1	allow	3650.00	3650.00	
E20202100510	Office furniture, standard set, economy, per person	17	Ea.	1500.00	25500.00	
SUBTOTAL					<b>\$57,194.23</b>	
<b>15 MECHANICAL</b>						
150553001300	Air conditioner, ductwork, rigid, 12"-14" x 16"-18", demolition	75	L.F.	4.39	329.25	
150556001200	Fixture, lavatory, wall hung, remove, includes 10' piping	6	Ea.	53.00	318.00	
150556001400	Fixture, water closet, floor mounted, remove, includes 10' piping	2	Ea.	66.50	133.00	
158101000520	Ductwork, fabricated rectangular, galvanized steel, under 200 lb.	135	Lb.	7.35	992.25	
158105001980	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal	64	L.F.	7.55	483.20	
158503001014	Diffuser, aluminum, ceiling, rectangular, 1 to 4 way blow, 9" x 9", includ	8	Ea.	92.00	736.00	
158505000220	Grille, aluminum, air supply, adjustable, single deflection, 12" x 12"	6	Ea.	47.00	282.00	
159551003100	Balancing, air conditioning equipment, supply, return, exhaust, register:	1	allow	350.00	350.00	
D20101203000	Water closet	2	Ea.	2085.00	4170.00	
D20102102040	Urinal system	1	Ea.	1315.00	1315.00	
D20102401800	Water heater, under the sink type	2	Ea.	550.00	1100.00	
D20103102200	Lavatory	2	Ea.	1000.00	2000.00	
D20108201920	Water cooler, wheel chair type	1	Ea.	2000.00	2000.00	
SUBTOTAL					<b>\$14,208.70</b>	
<b>16 ELECTRICAL</b>						
160553000310	Armored cable, (BX), #12, 3 wire, average 50' runs, remove	100	L.F.	0.99	99.00	
161397002120	Switch devices, single pole, ivory, type MC (BX) cable, 15 amp, incl bo:	6	Ea.	85.00	510.00	
161397004120	Receptacle devices, duplex outlet, ivory, w/#12/2, type MC cable, 20 ar	20	Ea.	145.00	2900.00	
161397004320	Receptacle devices decorator style, GFI, type MC cable, 15 amp, incl b	2	Ea.	177.00	354.00	
161397008310	Bathroom or kitchen vent fan, resi, economy model, 110 CFM	2	Ea.	106.00	212.00	
165104400600	Fluorescent fixture, interior, acryl lens, grid recess ceiling mounted w/a	8	Ea.	178.00	1424.00	
	Phone & data drops	1	allow	3850.00	3850.00	
	Remove, reinstall lightings	1	allow	840.00	840.00	
SUBTOTAL					<b>\$10,189.00</b>	
CONSTRUCTION COST				\$94,100	94077.18	
10%	CONTINGENCY				\$9,400	9407.72
CONSTRUCTION COST SUB-TOTAL				\$103,500	103484.90	
FURNITURE				\$27,700	27,684.00	
SUB-TOTAL				\$131,200	131168.90	
14%	GENERAL CONTRACTOR'S OVERHEAD & PROFIT				\$14,500	14487.89
15%	CHANGE ORDER (15% of Hard Const. Cost)				\$15,500	15522.73
TOTAL PROJECT COST				\$161,200	161179.52	

**SUMMARY**

		<b>Total</b>	
<b>Construction Cost</b>			
		\$94,100	94077.18
		<b>BUILDING COST</b>	
10%	Design Contingency	\$94,100	94077.18
		\$9,400	9407.72
	<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$103,500</b>	103484.90
15%	Soft Cost	\$15,500	15522.73
	<b>TOTAL PROJECT COST</b>	<b>\$119,000</b>	119007.63

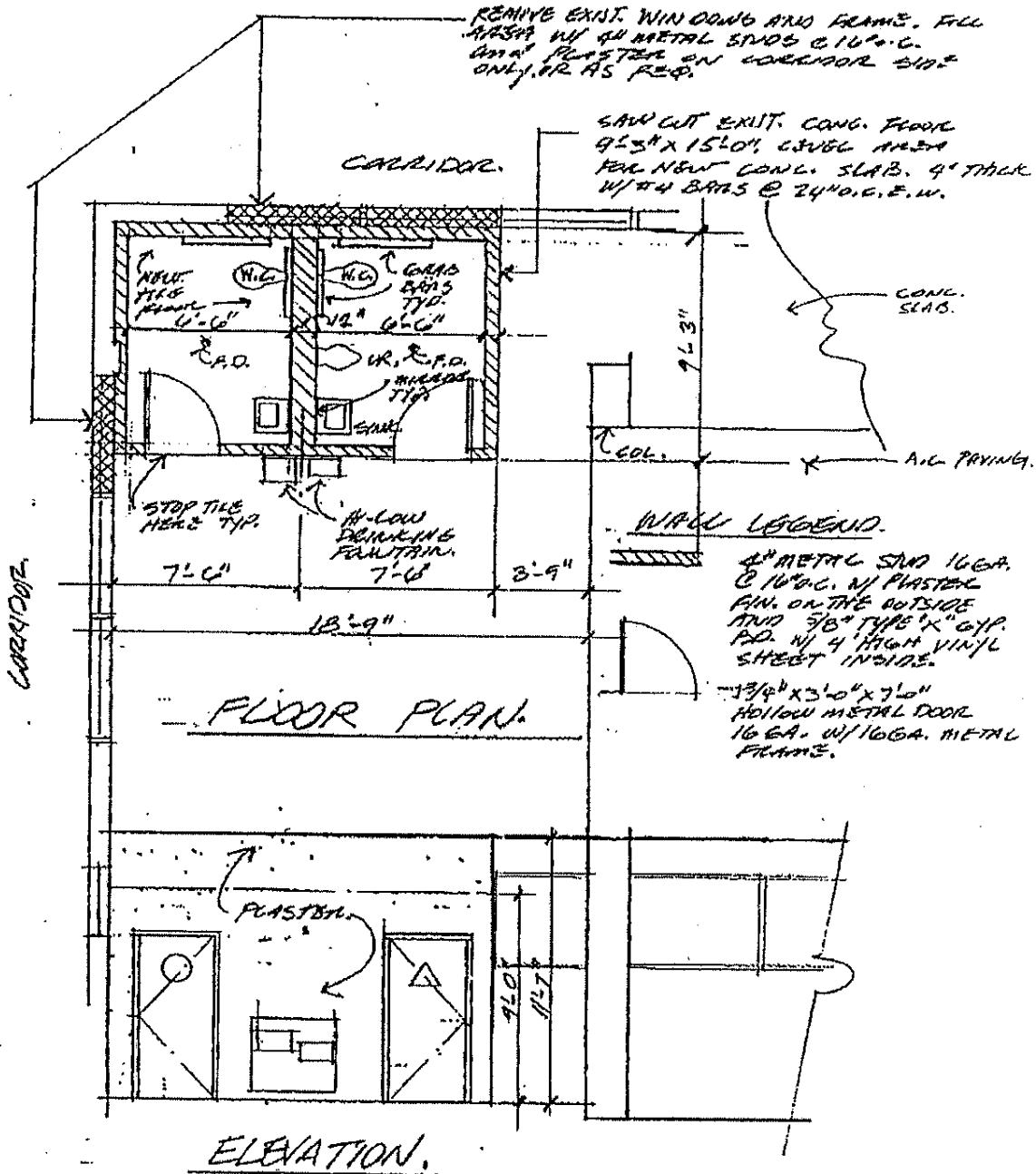
SECTION	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>2</b>	<b>SITE WORK</b>				
22203101450	Cutout demolition, concrete, walls, bar reinforced, over 6 C.F.	14	C.F.	37.50	527.63
22203500840	Rubbish handling, dumpster, 40 C.Y., 13 ton capacity, weekly rental, in	2	Week	845.00	1690.00
22203601200	Saw cutting, masonry walls, brick, per inch of depth, hydraulic saw	20	L.F.	4.53	90.60
	<b>SUBTOTAL</b>				<b>\$2,308.23</b>
<b>8</b>	<b>DOORS, WINDOWS</b>				
80601100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	3	Ea.	20.00	60.00
80601102000	Door demolition, door frames, metal, remove	3	Ea.	63.50	190.50
80601202020	Window demolition, wood, to 25 S.F., remove old window	2	Ea.	22.50	45.00
81103000080	Doors, fire, steel, flush, "B" label, 90 minute, full panel, 20 ga., 3'-0" x 7	9	Ea.	275.00	2475.00
81102000120	Doors, commercial, steel, flush, full panel, hollow core, for vision lite, a	2	Ea.	50.00	100.00
85506701000	Windows, wood, picture, vinyl clad, premium, double insulated glass, 4	7	Ea.	485.00	3395.00
87105200100	Door hardware, hinges, full mortise, average frequency, steel base, U	11	Pr.	33.50	368.50
87107000110	Door hardware, mortise lockset, commercial, wrought knobs and full e	7	Ea.	395.00	2765.00
87107500710	Door hardware, panic device, concealed vertical rod with lever handle,	3	Ea.	785.00	2355.00
JOC083622000	Remove roll up doors incl. motors	2	Ea.	150.00	300.00
	<b>SUBTOTAL</b>				<b>\$12,054.00</b>
<b>9</b>	<b>FINISHES</b>				
90601301000	Walls and partitions demolition, drywall, nailed	284	S.F.	0.40	113.40
91301000900	Carrier channels, for ceilings with recessed lighting fixtures, add	1875	S.F.	1.57	2943.48
92601003800	Partition Wall, interior, standard, taped both sides, installed on & incl. 2	1803	S.F.	3.86	6959.19
95107600700	Complete Suspended Ceilings, fiberglass ceiling board, plain faced, of	1875	S.F.	3.64	6824.38
96581007400	Resilient Flooring, vinyl composition tile, solid, 12" x 12" x 1/8"	1875	S.F.	3.23	6055.70
99103100140	Paints & Coatings, int. latex, doors, flush, both sides, roll & brush, prim	7	Ea.	95.00	665.00
99109201240	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaste	5003	S.F.	0.80	4002.24
61106000302	Furring, wood, on walls, on masonry, 1"x2", 24" O.C.	1050	L.F.	1.28	1344.48
92507002195	Gypsum wallboard, on walls, fire resitant, w/ compound skim coat (lev.	1397	S.F.	1.69	2360.93
90601101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension sys	341	S.F.	0.68	232.05
E20202100510	Office furniture, standard set, economy, per person	5	Ea.	1500.00	7500.00
	<b>SUBTOTAL</b>				<b>\$39,000.85</b>
<b>15</b>	<b>MECHANICAL</b>				
	Rework ductwork and AC vents	1	allow	1500.00	1500.00
	<b>SUBTOTAL</b>				<b>\$1,500.00</b>
<b>16</b>	<b>ELECTRICAL</b>				
160553000200	Electrical selective demo, conduit, wires, outlets, switches	1	allow	450.00	450.00
160553002120	Fluorescent fixture, interior, 2 lamp, 2'x4', remove, recessed drop-in, tr	1	allow	792.00	792.00
D50201100200	Light switches & outlets	1	allow	2662.50	2662.50
D50202100240	Fluorescent fixture, interior, acryl lens, grid recess ceiling mounted w/z	1	allow	7237.50	7237.50
	Phone & data drops	1	allow	1750.00	1750.00
	Panic button	1	allow	510.00	510.00
	<b>SUBTOTAL</b>				<b>\$13,402.00</b>
	<b>CONSTRUCTION COST</b>			\$60,800	60765.08
10%	<b>CONTINGENCY</b>			\$6,000	6015.74
	<b>CONSTRUCTION COST SUB-TOTAL</b>			<b>\$66,800</b>	<b>66780.82</b>
	<b>FURNITURE</b>			\$7,500	7,500.00
	<b>SUB-TOTAL</b>			<b>\$74,300</b>	<b>74280.82</b>
44%	<b>GENERAL CONTRACTOR'S OVERHEAD &amp; PROFIT</b>			\$32,700	32683.56
15%	<b>CHANGE ORDER (15% of Hard Const. Cost)</b>			\$10,000	10017.12
	<b>TOTAL PROJECT COST</b>			<b>\$117,000</b>	<b>116981.51</b>

SECTION	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>2</b>	<b>SITE WORK</b>				
14505002300	Concrete testing, patching core holes, 4" diameter holes	2	Ea.	26.00	52.00
22203500800	Rubbish handling, dumpster, 30 C.Y., 10 ton capacity, weekly rental, in	1	Week	700.00	700.00
22203600400	Saw cutting, concrete slabs, mesh reinforcing, per inch of depth to 3" c	30	L.F.	1.46	43.80
22203600420	Saw cutting, concrete, existing slab, rod reinforcing, for each additional	30	L.F.	0.81	24.30
23151202000	Backfill, structural, sand and gravel, 75 H.P. dozer, 50' haul, excludes	5	L.C.Y.	0.87	4.25
23153107040	Compaction, 4 passes, 18" wide, 6" lifts, walk behind, vibrating plate	5	E.C.Y.	2.87	14.03
23156101500	Excavating, trench, heavy soil, 2' to 6' deep, by hand with pick and shc	5	B.C.Y.	93.00	454.67
30551101600	Framing demolition, concrete, average reinforcing, slabs, elevated, 6"	30	S.F.	3.75	112.50
61106000302	Furring, wood, on walls, on masonry, 1" x 2", 24" O.C.	198	L.F.	1.28	254.08
A10301202240	Slab on grade, 4" thick, non industrial, reinforced	30	S.F.	3.65	109.50
	<b>SUBTOTAL</b>				<b>\$1,769.13</b>
<b>8</b>	<b>DOORS, WINDOWS</b>				
81102000100	Doors, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20	2	Ea.	226.00	452.00
81108200100	Frames, steel, knock down, single, 16 ga., up to 5-3/4" deep, 7'-0" h x	2	Ea.	142.00	284.00
87103000040	Door hardware, door closer, rack and pinion, adjustable backcheck, 3	2	Ea.	235.00	470.00
87105200100	Door hardware, hinges, full mortise, average frequency, steel base, U	3	Pr.	33.50	100.50
87106501100	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, noi	2	Ea.	192.00	384.00
87208000600	Thresholds, bronze, panic type, 5" wide x 1/2" thick	2	Ea.	103.00	206.00
	<b>SUBTOTAL</b>				<b>\$1,896.50</b>
<b>9</b>	<b>FINISHES</b>				
91301000050	Ceiling Suspension System, class A, 15/16" T bar, 2' x 4" grid	141	S.F.	1.13	159.10
91301000900	Carrier channels, for ceilings with recessed lighting fixtures, add	141	S.F.	1.29	181.63
92507002290	Gypsum wallboard, on walls, water resistant, w/compound skim coat (l	528	S.F.	1.73	913.44
92601008660	Partition Wall, mesh tape both sides, installed on & incl. 25 ga. NLB m	88	S.F.	4.19	368.72
93301000900	Quarry tile, floors, mud set, red, 6" x 6" x 1/2" thick, 3/4" thick P.C. bed	141	S.F.	9.50	1337.60
95107602500	Complete Suspended Ceilings, for rooms under 500 S.F., add	141	S.F.	0.00	0.00
99103000140	Paints & Coatings, ext. door frames & trim only, brushwork, primer + 2	37	L.F.	1.75	65.45
99103000190	Paints & Coatings, ext. doors, flush, both sides, roll & brush, primer +	2	Ea.	97.00	194.00
99109201240	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaste	422	S.F.	0.80	337.92
99632002800	Wall Coatings, vinyl plastic, max	282	S.F.	2.46	692.74
	<b>SUBTOTAL</b>				<b>\$4,250.60</b>
<b>15</b>	<b>MECHANICAL</b>				
151074201180	Pipe, copper, tubing, solder, 3/4" diameter, type K, includes coupling &	75	L.F.	9.55	716.25
151085204170	Pipe, plastic, ABS, 3" diameter, DWV, schedule 40, includes couplings	20	L.F.	22.00	440.00
151503002040	Drain, floor, medium duty, cast iron, deep flange, 7" diameter top, 2" a	2	Ea.	169.00	338.00
154802001000	Water heater, residential, electric, glass lined tank, single element, 5 y	1	Ea.	475.00	475.00
D20109222240	Bathroom, lavatory & share common plumbing wall	2	Ea.	1895.00	3790.00
	Bathroom, exhaust fan	1	allow	170.00	170.00
	<b>SUBTOTAL</b>				<b>\$5,929.25</b>
<b>16</b>	<b>ELECTRICAL</b>				
165104400400	Fluorescent fixture, interior, 2 lamp, 2'x4', recessed drop-in, to 15' high	4	Ea.	160.00	640.00
D50201100200	Light switches & outlets	1	allow	181.76	181.76
D50201350520	Miscellaneous power components	1	allow	410.46	410.46
	<b>SUBTOTAL</b>				<b>\$1,232.22</b>
	<b>CONSTRUCTION COST</b>			<b>\$15,100</b>	<b>15077.70</b>
10%	<b>CONTINGENCY</b>			<b>\$1,500</b>	<b>1507.77</b>
	<b>CONSTRUCTION COST SUB-TOTAL</b>			<b>\$16,600</b>	<b>16585.47</b>
14%	<b>GENERAL CONTRACTOR'S OVERHEAD &amp; PROFIT</b>			<b>\$2,300</b>	<b>2321.97</b>
15%	<b>CHANGE ORDER (15% of Hard Const. Cost)</b>			<b>\$2,500</b>	<b>2487.82</b>
	<b>TOTAL PROJECT COST</b>			<b>\$21,400</b>	<b>21395.26</b>

**Total**

	Construction Cost		\$60,800	60765.08
		BUILDING COST	\$60,800	60765.08
10%	Design Contingency		\$6,100	6076.51
		CONSTRUCTION SUB-TOTAL	\$66,800	66841.59
15%	Soft Cost		\$10,000	10026.24
		TOTAL PROJECT COST	\$76,900	76867.83

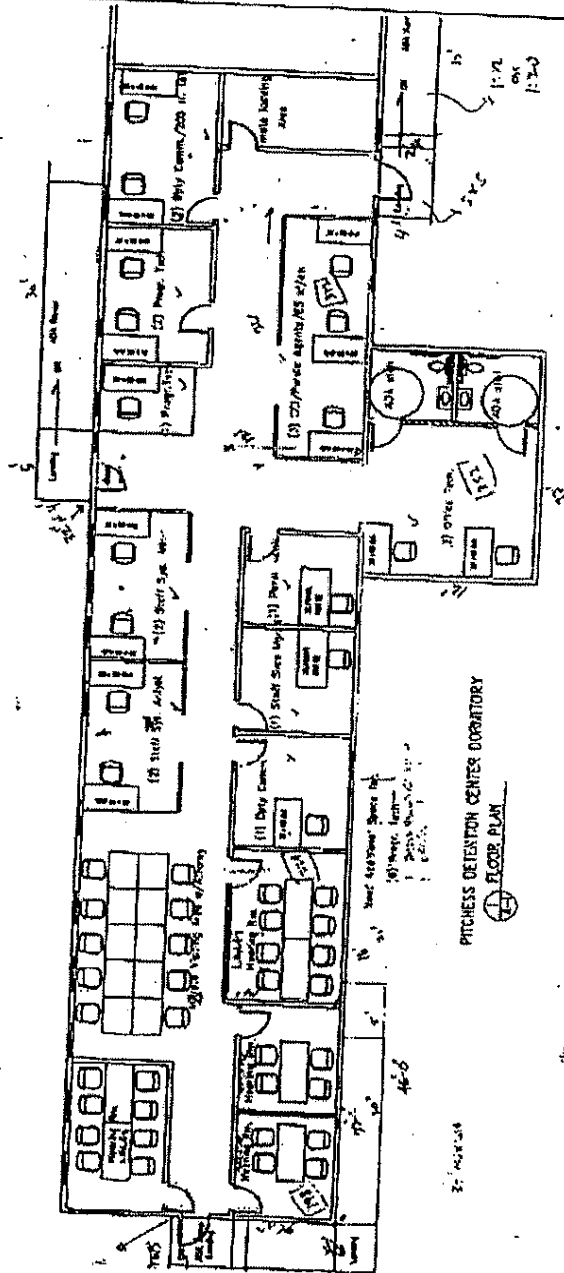
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PUBLIC TOILETS OUT SIDE

PROBATION HEARING AREA.

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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
VALDIVIA REMEDICAL PLAN PROPOSED COSTS  
DIRECT COST RECOVERY (WITHOUT OVERHEADS)  
FISCAL YEAR 2004-05 (SIX MONTHS FUNDING)**

		Deputy Generalist	Deputy Bonus I	Sergeant	Custody Assistant	Totals
Adjusted Annual S&W	(1)	32,598	35,202	42,372	22,183	
Employee Benefits:						
Sworn	49.441% (1)	16,117	17,404	20,949		
Non-Sworn	35.815% (1)				7,945	
Total Annual Cost		48,715	52,606	63,321	30,128	
<b>Men's Central Jail</b>						
No. Positions		4	0	1	0	
Estimated Cost		194,860	-	63,321	-	258,181
<b>Pitchess Detention Center</b>						
No. Positions		8	1	1	1	
Position Cost		389,718	52,606	63,321	30,128	535,773
Total Position Costs						793,954
Estimated Overtime Reimbursement						973,842
Estimated Cargo Van						35,000
Estimated Capital Projects						299,600
Total Proposed Full Cost						2,102,396

(1) Per 2004-05 LECC Study.

(2) Per the 2004-05 Aero Bureau Study.

(3) Per the 2004-05 Prisoner Maintenance Study.

Los Angeles County Sheriff's Department  
Pitchess Detention Center / Men's Central Jail

Contract Year	Period	FY	Incremental Custody Services @ \$52.63 Per Hour				Construction Costs Per EXH D	Cargo Van (Not To Exceed)	Total Contract Encumbrance
			Dedicated Custody Services			Per Deputy			
1	1/1/05 - 6/30/05	04/05	\$ 793,954.00	\$		973,842.00	\$ 299,600.00	\$ 35,000.00	\$ 2,102,396.00
2	7/1/05 - 6/30/06	05/06	\$ 1,587,908.00	\$		330,142.00	\$ -	\$ -	\$ 1,918,050.00
3	7/1/06 - 6/30/07	06/07	\$ 1,587,908.00	\$		330,142.00	\$ -	\$ -	\$ 1,918,050.00
Total			\$ 3,969,770.00	\$		1,634,126.00	\$ 299,600.00	\$ 35,000.00	\$ 5,938,496.00

STATE OF CALIFORNIA AND  
COUNTY OF LOS ANGELES

ATTACHMENT 1  
AGREEMENT NO. 04.01.50.28

**MONTHLY INVOICE**  
**VALIDIVIA REMEDIAL PLAN**  
**DEDICATED CUSTODY SERVICES**

**INVOICE NO.** \_\_\_\_\_

COUNTY OF LOS ANGELES  
And  
STATE OF CALIFORNIA  
BOARD OF PRISON TERMS

SUBMITTED BY:

Fiscal Director  
County of Los Angeles  
Sheriff's Department  
4700 Ramona Blvd.  
Monterey Park, CA 91754

TO:

Board of Prison Terms  
ATTN: Account Liaison  
Administrative Services  
1515 K Street, Suite 600  
Sacramento, CA 95814

In accordance with the terms of Agreement No. 04.01.50.28, payment is requested for services satisfactorily provided during the month of \_\_\_\_\_, 2005

**TOTAL PAYMENT REQUEST** \_\_\_\_\_

**CLAIM CERTIFICATION:**

I hereby certify under penalty of perjury that the County of Los Angeles is entitled to amount claimed, that the claim within is in all respects a true and correct statement of costs incurred under Agreement No. 04.01.50.28 and that this certification is not in violation of any of the provisions in Government Code Sections 1090 and 1096, inclusive.

\_\_\_\_\_  
Signature of Facility Commander

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of State Representative

\_\_\_\_\_  
Date

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**MONTHLY INVOICE**  
**VALIDIVIA REMEDIAL PLAN**  
**INCREMENTAL CUSTODY SERVICES**

**INVOICE NO.** \_\_\_\_\_

---

COUNTY OF LOS ANGELES  
And  
STATE OF CALIFORNIA  
BOARD OF PRISON TERMS

---

SUBMITTED BY:

Fiscal Director  
County of Los Angeles  
Sheriff's Department  
4700 Ramona Blvd.  
Monterey Park, CA 91754

TO:

Board of Prison Terms  
ATTN: Account Liaison  
Administrative Services  
1515 K Street, Suite 600  
Sacramento, CA 95814

---

In accordance with the terms of Agreement No. 04.01.50.28, payment is requested for services satisfactorily provided during the month of \_\_\_\_\_, 2005

**Total Hours** \_\_\_\_\_

**Reimbursement Rate X** \_\_\_\_\_

**TOTAL PAYMENT REQUEST** \_\_\_\_\_

**CLAIM CERTIFICATION:**

I hereby certify under penalty of perjury that the County of Los Angeles is entitled to amount claimed, that the claim within is in all respects a true and correct statement of costs incurred under Agreement No. 04.01.50.28 and that this certification is not in violation of any of the provisions in Government Code Sections 1090 and 1096, inclusive.

---

Signature of Facility Commander

Date

---

Signature of State Representative

Date

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S. 770  
No.

DEPARTMENT OF

SHERIFF

December 17, 192004

## AUDITOR-CONTROLLER

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

-4 VOTES-

## SOURCES

SHERIFF'S DEPARTMENT - CUSTODY  
REVENUE - STATE OTHER

A01 - SH - 15685 - 8831

\$1,803,000

TOTAL \$1,803,000

SHERIFF'S DEPARTMENT  
CAPITAL PROJECTS/REFURBISHMENTS  
REVENUE - STATE OTHER/CP

A01 - SH - 86763 - 8752

\$139,000

## USES

SHERIFF'S DEPARTMENT - CUSTODY  
SALARY & EMPLOYEE BENEFITS

A01 - SH - 15685 - 1000

\$1,768,000

## FIXED ASSETS - EQUIPMENT

A01 - SH - 15685 - 6030

\$ 35,000


\$1,803,000

SHERIFF'S DEPARTMENT  
CAPITAL PROJECTS/REFURBISHMENTS  
REFURB - MCJ VALDIVA INT RM RENOV

A01 - SH - 86763 - 6014

\$139,000

PAGE 1 OF 2

  
 Conrad Meredith, Assistant Director  
 Administrative Services Division

## CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF  
ADMINISTRATIVE OFFICER FOR

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

Dec. 22, 2004

19

Kubhawa for  
David C. Gannan  
CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY

By

Conrad

APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

19

No. 220

DEC. 17 2004

BY

DEPUTY COUNTY CLERK

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENT  
DEPARTMENT OF **SHERIFF**

DEPT. NO. **770****December 17, 2004**  
19

## AUDITOR-CONTROLLER

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

**- 4 VOTES -****SOURCES**

**SHERIFF'S DEPARTMENT  
CAPITAL PROJECTS/REFURBISHMENTS  
REVENUE - STATE OTHER/CP  
A01 - SH - 86764 - 8752  
\$161,000**

**TOTAL \$300,000****USES**

**SHERIFF'S DEPARTMENT  
CAPITAL PROJECTS/REFURBISHMENTS  
REFURB - PDC VALDIVA INT RM RENOV  
A01 - SH - 86764 - 6014  
\$161,000**

**\$300,000**

**JUSTIFICATION:** Appropriation adjustment for agreement with the State of California Board of Prison Terms (BPT) for security and movement of State parolees during parole revocation hearings in Sheriff's jail facilities and one time only costs for capital improvements at Men's Central Jail and Pitchess Detention Center.

PAGE 2 OF 2

  
Conrad Meredith, Assistant Director  
Administrative Services Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF  
ADMINISTRATIVE OFFICER FOR—

ACTION

✓ **RECOMMENDATION**

APPROVED AS REQUESTED

AS REVISED

Dec. 22, 2004

19

*David E. Hansen*  
David E. Hansen  
CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

AUDITOR-CONTROLLER BY

BY

*Connie An*  
DEC. 17 2004

No. **220**